MISSOURI PACIFIC RAILROAD CO.

JAMES A. HESSE 622-2024
ASSISTANT GENERAL COUNSEL

PATRICK C. MULLEN 622-2022
GENERAL SOLICITOR

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GENERAL ATTORNEY-COMMERCE

CHARLES P. LIPPERT 622-2021 GENERAL ATTORNEY

ROBERT S. DAVIS 622-2011

DONALD E. MOLLOY 622-2016
PAUL E. LITTLETON 622-2017
PAUL J. M. RUTTERER 622-2866
ASSISTANT GENERAL ATTORNEYS

JOSEPH J. GAZZOLI 622-2013

210 N. 13TH STREET

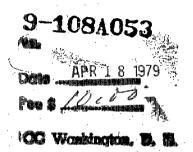
ST. Louis, Missouri 63103

TEL. ARCA CODE 314 622-0123

LAW DEPARTMENT

MARK M. HENNELLY
SENIOR VICE PRESIDENT AND GENERAL COUNSEL
622-2025

April 4, 1979



RECORDITION 1108 335 Filed 1425

APR/18 1979 -8 20 PM

INTERSTATE COMMERCE COMMISSION

Mr. H. G. Homme, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Missouri Pacific Railroad Company

Equipment Trust, Series SS Dated March 1, 1976

Chemical Bank, Trustee.

Originally recorded with ICC

Rec. 8225 - February 27, 1976 - 2:25 pm

Dear Sir:

Enclosed for filing and recording pursuant to Sec. 11303 of the Interstate Commerce Act and 49 Code Fed. Regs. Sec. 1116.1(a), et seq., are four executed counterparts of a Supplemental Lease of Railroad Equipment, dated as of April 4, 1979, between Chemical Bank, Trustee, and Missouri Pacific Railroad Company, supplementing a Lease and Agreement, constituting the above Equipment Trust.

The Supplemental Lease, dated as of April 4, 1979, transmitted herewith for filing and recording, covers the following Equipment:

No. of Units

Description

2

100-Ton Open Top Hopper Cars, 3700 C.F. numbered MP 582468, MP 582469

AAR Class or Mechanical Designation HT

The names and addresses of the parties to the transaction set forth in the instrument transmitted herewith for filing and recording are:

Trustee-Lessor: Chemical Bank 556 Water Street, 1997 New York, New York 10041

and the second second

RECEIVED

Lessee:

Missouri Pacific Railroad Company 210 North 13th Street St. Louis, Missouri 63103

The original Equipment Trust Agreement referred to herein was recorded with the Interstate Commerce Commission on the date and assigned the recordation number specified in the caption hereof.

Check or voucher to cover the \$10 recording and filing fee is furnished herewith.

Upon filing and recording of the enclosed instrument, three counterparts thereof, showing thereon the Commission's recordation data, should be returned to:

Mrs. Judy C. Durand, Vice President Missouri Pacific Railroad Company Suite 1203 - 1825 K Street, N.W. Washington, D.C. 20006 (Tel.: 628-2921)

who will arrange to call for same upon telephone advice that recordation has been accomplished.

Very truly yours,

Francis L. Barkofske

FLB/pam Encl:

> Supplemental Lease (4) Check or voucher for \$10 rec. fee

SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT

ADD TO THE REST OF THE STATE OF

MISSOURI PACIFIC RAILROAD EQUIPMENT TRUST, SERIES SS

Equipment Trust Agreement Consisting of Agreement Consisting Con

This SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT, dated as of April 4, 1979, between CHEMICAL BANK, a New York corporation, Trustee (hereinafter called the Trustee), and MISSOURI PACIFIC RAILROAD COMPANY, a Delaware corporation (hereinafter called the Railroad):

WHEREAS, the Equipment Trust Agreement identified in the caption hereof, originally entered into between the Trustee and the Railroad's predecessor in interest as of the date specified in the caption hereof, is now in effect between the Trustee and the Railroad, and provides for the leasing by the Trustee to the Railroad of certain Trust Equipment as defined and on the terms set forth in said Equipment Trust Agreement; and

WHEREAS, there is now on deposit with the Trustee \$61,423.98, representing the Fair Value (determined as provided in the Equipment Trust Agreement) of Trust Equipment heretofore destroyed or sold and released; and

WHEREAS, the Railroad desires to replace said Trust Equipment so destroyed or sold and released with new standard-gauge railroad Equipment of substantially as good material and construction and of value (determined as provided in the Equipment Trust Agreement) at least equal to the Fair Value of the Trust Equipment so destroyed or sold and released, and has requested and herewith requests the Trustee to apply the amount so deposited and any other available Deposited Cash or Replacement Funds (to

the extent necessary) to or toward the purchase of replacement Trust Equipment as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and pursuant to the terms of the Lease, the parties agree:

1. The Trust Equipment as defined and described in the Lease included in said Equipment Trust shall include the following new standard-gauge railroad Equipment:

No. of Units

Description

Description

Description

Description

Description

Top Hopper Cars, 3700 C.F. \$70,000

numbered MP 582468, MP 582469

which railroad Equipment shall hereafter constitute and be a part of the Trust Equipment of the Equipment Trust referred to herein, as fully and completely as though it had been part of the original Trust Equipment and subject to all the terms and conditions of said Equipment Trust.

2. This Supplemental Lease is subject to all the terms, covenants, provisions and conditions of the Equipment Trust referred to in the caption hereof, and shall be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the Trustee and the Railroad have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

ATTEST:

Assistant Secretar

ATTEST:

Assistant Secretary

CHEMICAL BANK

ВÀ

BENTIOR THUST OFFICER

MISSOURI PACIFIC RAILROAD COMPANY

M M Lu well

By.

Senior Vice President

STATE OF NEW YORK)

OUNTY OF NEW YORK)

On this /2 day of // , 1979, before me personally appeared F. J. FARRELL , to me personally known, who, being by me duly sworn, says that he is a SENIOR TRUST OFFICER of CHEMICAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Olinton & Wenters

CLINTON G. MARTENS
Notary Public, State of New York
No. 30-2533550
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires March 30, 1961

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 4th day of April, 1979, before me personally appeared M. M. Hennelly, to me personally known, who, being by me duly sworn, says that he is a Senior Vice President of MISSOURI PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

JOANN SANDERS
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES SEPT. 10, 1982
CITY OF ST. LOUIS